

Application Serial No.: 10/565,690
Amendment Dated November 27, 2007
Response to Office Action Mailed August 28, 2007

REMARKS:

On the Amendments. In the amendment above, claims 1, 2, and 9 are amended, claims 3, 14, 17, and 20 are now cancelled, and new claims 21-23 are added. No new matter is added. New claims 22-23 are supported in the original specification at FIG. 5, among other places. Claims 4-8, 10-13, 15-16, and 18-19 are re-presented without further amendment to them. Claims 1-2, 4-13, 15-16, 18-19, and 21-23 are pending. Independent claim 21 is only the second independent claim in the case, and only 18 claims in total are presented, so no additional claims fees are due. A draft response for discussion with the examiner, faxed in two parts on November 21, may be disregarded.

Counsel for Applicants and Examiner O'Hern had a telephone conference over this case and proposed amendments to Claim 1 and a new claim 21 on November 26. Tentative agreement was reached as to allowability of claims 1 and 21, subject to any further searching required. The Examiner is invited to telephone counsel should any remaining matters not permit allowance of this case as now amended.

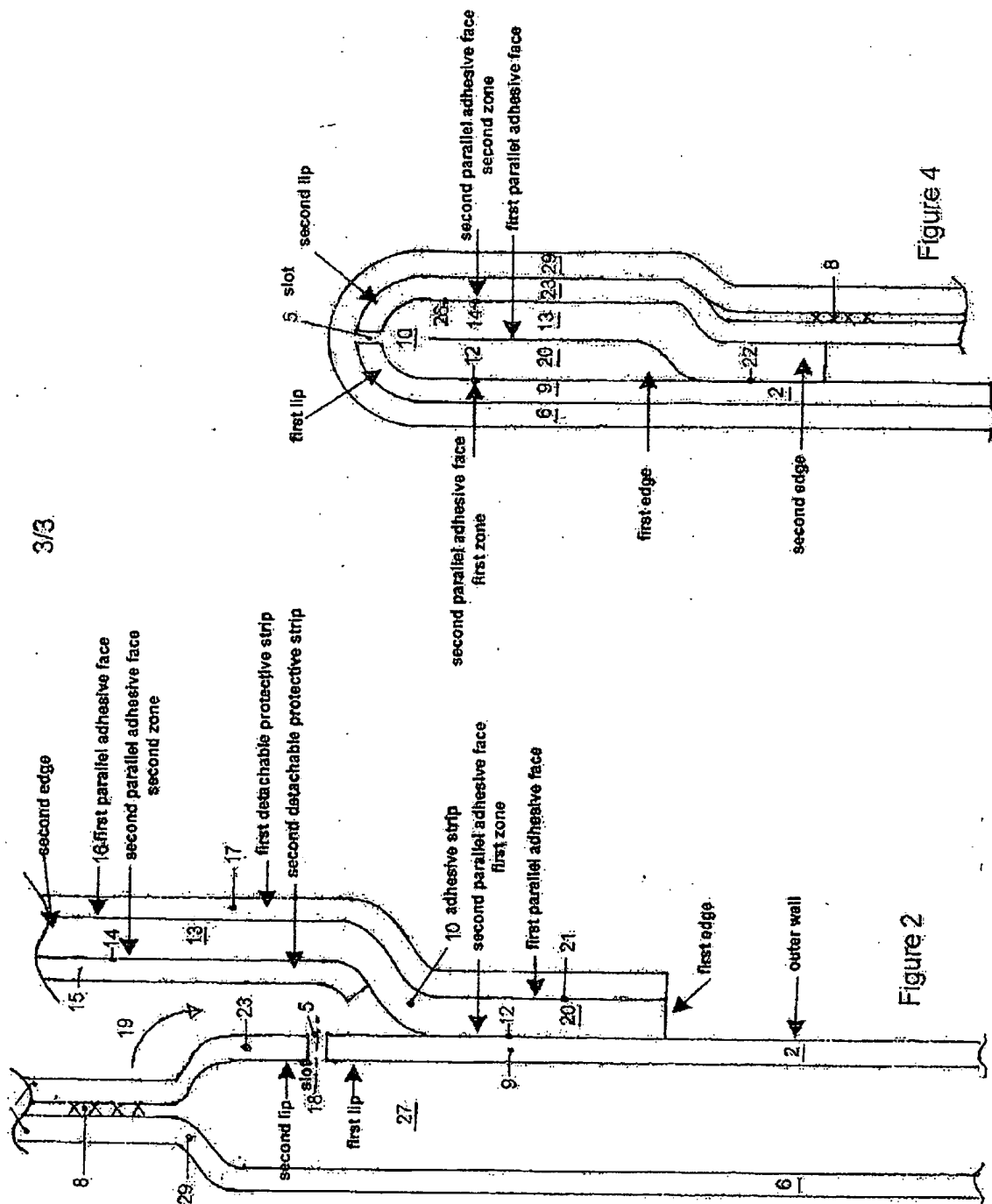
Response to Section 102(b) Rejection. In this first action on the merits in the RCE case, claims 1-6 and 9-15 are rejected as anticipated by the Sanders reference. Sanders, however has nothing to do with a single use, sealable package with the characteristics, structure, and performance afforded by the package of the present invention. Sanders shows only a re-openable and then re-sealable package with no permanent double seal or elongated seal over and adjacent its slot for insertion of contents, and its structure is not approved for transportation of hazardous contents by air or truck. The disclosure of Sanders includes several distinct embodiments, which the Examiner

has erroneously combined in an effort to reconstruct the invention using only hindsight, working backwards from the present invention to mis- or re-characterize various portions of various embodiments of the Sanders disclosure to try to fit the teachings and claims of the present invention.

For instance, it is only Fig. 13 of Sanders that may be compared with Figs. 2 and 4 of the present invention. Fig. 13 does not provide any double seal and it provides no elongated seal adjacent either side of the slot through the outer wall. There is no extension of Sanders' double-sided adhesive past its own end where it is folded over itself so as to provide the double and elongated seals along the outer wall of the package as the present invention requires. By requiring that its seal be reopenable and reuseable (see, e.g., Sanders' Abstract), the Sanders patent teaches away from the present invention of a single-use, permanently sealed, leakproof and secure package.

The Examiner's rejection of claim 1 upon Sanders is now more clearly avoided by the more precise definition of the use of the package of the present invention, provided in the "whereby... adapted to be" clauses at the end of the claim. These recitations are not mere use suggestions but are requirements for the structure and function of the device defined by the claim. Claim 1 requires that there be a double seal on the first lip adjacent the slot, comprising the permanent fixing of the first zone of the second side of the adhesive strip to the outer wall and then adhering of the first side to the outer wall of the package beyond the first end of the adhesive strip. See annotated drawing Figs. 2 and 4, next page. Claim 1 further requires that there be an elongated seal on the second lip adjacent the slot, provided by the second zone of the second side of the adhesive strip adhering to the outer wall above the slot and beyond the first end of the adhesive strip. The outer wall is thus fastened to itself through but one layer of the double-sided adhesive strip 10, unlike the Sanders disclosure of an openable, re-closeable seal through two layers of his adhesive strip.

Newly added Claim 21 defines the present invention in somewhat similar terms, defining first and second seals on either side of the slot. The first seal closes the slot at the bent-double



portion of the adhesive strip and a second seal extends beyond the double-tape portion and binds the outer wall to itself beyond the first end of the adhesive substrate. Sanders has no such structure in any of his several embodiments. The openable, re-sealable tape bonded to itself at the slot in Fig. 13 of Sanders has no suggestion or motivation to extend the tape on either side of the slot to extend beyond the other end of the tape to form a double seal; indeed, Sanders' re-openable and resealable arrangement would be thwarted by such added sealing of the slot.

Figures 10, 11, 1, 7, and 23 of Sanders, reproduced in the Action, are different embodiments of the Sanders re-openable, re-closeable package and have nothing to do with a slot that is to be permanently closed for secure, leakproof shipment of hazardous contents as in the present invention. Claims 1-2, 4-6, 8-11, 13, 15-16, 18-19, and 21 as now presented are allowable over Sanders; reconsideration and allowance of these claims are earnestly solicited.

The Kane published application does not supply any of the deficiencies of Sanders as noted above, even in respect of the dependent claims 7, 16, and 18 to which it is applied (Claim 17 is now canceled) to form an obviousness rejection. That Kane discloses use of similar plastics for use in a different enclosure does not suggest using those materials in the novel structure of claim 1. The Kane disclosure, like Sanders, is of a recloseable package and so has no apt teaching for the present invention.

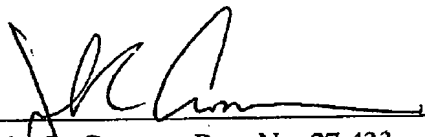
Reconsideration and withdrawal of all of the rejections are requested. It is respectfully submitted that all the remaining claims 1-2, 4-11, 13, 15-16, 18-19, and 21 of the application are in condition for allowance and that all requirements, objections, and rejections in the Office action have been met. If any issue remains, please telephone or e-mail undersigned counsel.

Extension Request and Deposit Account Fee Charge Authorization. The Commissioner is hereby authorized to charge any required fees or credit any overpayment associated with this

communication, including fees for any necessary extension of time under 37 CFR §1.136(a) for filing this communication, which extension is hereby requested, to our Deposit Account No. 50-0305 of Chapman and Cutler LLP.

Respectfully submitted,

Dated: November 27, 2007


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CERTIFICATE OF FACSIMILE TRANSMISSION UNDER 37 C.F.R. § 1.8

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I hereby certify that the foregoing correspondence, namely: Response to Office Action, was transmitted by facsimile on the date listed above, to the U.S. Patent Office at the facsimile number listed above, under 37 C.F.R. § 1.8.

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Date of Signature: November 27, 2007